

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-232

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Annual Requirements for 70' Camera Lowering Poles

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, August 09, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

COMPANY NAME_____

PROPOSAL
SPECIFICATION NO.06-232
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, August 09, 2006

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Est. Qty.</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|--|----------------------|-------------------|--------------|
| 1. | 70' Camera Lowering Pole as per the Specification | 1 | \$ _____ | \$ _____ |

NO BID SECURITY REQUIRED

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm through August 31, 2007: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____ **YES** _____ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-232**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid

The Intent to Award will be listed on the website when a recommendation is received from the Department.

POLE WITH CAMERA LOWERING DEVICE

1. SCOPE

- 1.1 This specification shall refer to a 70 foot camera lowering pole. It is estimated that the City may purchase one additional pole within the contract period.
- 1.2 The camera lowering system shall be designed to support and lower a Honeywell Ultradome KD6 Weather Dome Camera, lens, housing, PTZ mechanism, cabling, connectors, and other supporting field components without damage or causing degradation of camera operations.
 - 1.2.1 Pole shall be wired with enough cable to operate a KD6, pole height, + 30 foot
 - 1.2.2 Shall have all adapters and connectors for mounting a KD6.
- 1.3 The camera lowering system device and the pole shall be considered a single unit or system.
- 1.4 The lowering system shall consist of a pole, suspension contact unit, divided support arm and a pole adapter for attachment to a pole top tenon, pole top junction box and camera connection box.
- 1.5 The divided support arm and receiver brackets shall be designed to self-align the contact unit with the pole center line during installation and insure the contact unit cannot twist under high wind conditions.
- 1.6 Round support arms are not acceptable.
- 1.7 The camera-lowering device shall withstand wind forces of 80 mph with a 30 percent gust factor using a 1.65 safety factor. The lowering device manufacturer, upon request, shall furnish independent laboratory testing documents certifying adherence to the stated wind force criteria utilizing, as a minimum effective project area (EPA), the actual EPA or an EPA greater than that of the camera system to be attached.
- 1.8 The camera-lowering device to be furnished shall be the product of manufacturers with a minimum of 2 years of experience in the successful manufacturing of such systems.
- 1.9 Price is F.O.B. Lincoln, Nebraska.

2. NON-COMPLIANCE STATEMENT

- 2.1 Any and all exceptions to this specification must be written on or attached to the bid submitted.
 - 2.1.1 Non-compliance can void your bid at the sole discretion of the City of Lincoln.
- 2.2 The submission of a bid shall be considered an agreement to all the terms, specifications, and conditions provided herein.

3. DELIVERY

- 3.1 Between 8:00 am and 4:00 pm daily, with the exceptions of Sunday, Saturday, and holidays.
- 3.2 Vendor must notify Engineering Services a minimum of 48 hours prior to delivery on a workday basis at (402) 441-8321.
- 3.3 Equipment shall be delivered to a specified location within City Limits determined at time of delivery.
- 3.4 The successful bidder shall deliver the product order within 12 weeks after receipt of the purchase order.

4. SUSPENSION CONTACT UNIT

- 4.1 Shall have a load capacity of 200 lbs. with a 4 to 1 safety factor.
- 4.2 Shall have a locking mechanism between the fixed and moveable components of the lowering device.
- 4.3 Moveable assembly shall have a minimum of 2 latches.
- 4.4 Latching mechanism shall securely hold the device and its mounted equipment.

- 4.5 Shall operate by alternately raising and lowering the assembly using the winch and lowering cable.
- 4.6 All weight shall be removed from the lowering cable when the assembly is latched.
- 4.7 The fixed unit shall have a heavy duty cast tracking guide and means to allow latching in the same position each time.
- 4.8 The components of the lift unit support system shall be designed to preclude the lifting cable from contracting the power, video cable and the camera control cables.
- 4.9 The only cable permitted to move within the pole or lowering device during lowering or raising shall be the stainless steel lowering cable.
 - 4.9.1 All other cables shall remain stable and secure during this operation.
- 4.10 The contact unit housing shall be weather proof with a gasket provided to seal the interior from dust and moisture.
- 4.11 The current carrying male contacts shall be 1/8 inch in diameter.
- 4.12 There shall be two male contacts that are longer than the rest which make first and break last providing optimum grounding performance.
- 4.13 There shall be a minimum of 14 contacts.
- 4.14 The current carrying female contacts shall be 1/8 inch I.D.
 - 4.14.1 All of the contacts shall be recessed 0.125 inch from the face of the connector.
 - 4.14.2 Cored holes in the rubber measuring 0.25 inches in diameter and 0.125 inches deep molded into the connector body are centered on each contact on the face of the connector to create rain-tight seals when mated with the male connector.
- 4.15 The current carrying and signal wires shall be constructed of #18/1 AWG hypalon jacketed wire.
- 4.16 The contacts shall be self-wiping with a shoulder at the base of each male contact so that it will recess into the female block, thereby giving a rain-tight seal when mated.

5. **LOWERING TOOL**

- 5.1 Camera lowering device shall be operated by use of a portable lowering tool.
- 5.2 Shall have an adapter for operating a portable drill with clutch mechanism.
- 5.3 Shall have a safety clutch.
- 5.4 Shall provide a means to prevent freewheeling when loaded.
- 5.5 Shall be equipped with a positive braking mechanism to secure the cable reel and prevent freewheeling during operation.
- 5.6 Vendor shall identify any other tools necessary that have not been stated and list cost of such.

6. **MATERIALS**

- 6.1 All pulleys for the camera lowering device and portable lowering tool shall have sealed, self-lubricated bearings, oil tight bronze bearings or sintered bronze bushings.
 - 6.1.1 The lowering cable shall be a minimum 1/8 inch diameter stainless steel aircraft cable with a minimum breaking strength of 1740 lbs with seven (7) strands of 19 wire each.
- 6.2 All electrical and video coaxial connections between the fixed and lowerable portion of the contact block shall be protected from exposure to the weather by a waterproof seal to prevent degradation of the electrical contacts.
- 6.3 The electrical connections between the fixed and moveable lowering device components shall be designed to conduct high frequency data bits and one (1) volt peak-to-peak video signals as well as the power requirements for operation of dome environmental controls.
- 6.4 The interface and locking components shall be made of stainless steel and/or aluminum.
 - 6.4.1 All external components of the lowering device shall be made of corrosion resistant materials, powder coated, galvanized or otherwise protected from the environment by industry accepted coatings to withstand exposure to a corrosive environment.

7. CAMERA LOWERING SYSTEM POLE

- 7.1 Design shall be in accordance with the latest approved AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
 - 7.1.1 Minimum loading requirements shall be based on isotach wind velocity for the area of installation according to the 1994 AASHTO isotach wind chart with a 1.3 gust factor.
 - 7.1.2 Calculations and detailed drawings shall be submitted demonstrating compliance with the AASHTO specification.
- 7.2 The Fabricator shall be certified under Category 1, "Conventional Steel Structures" as set forth by the American Institute of Steel Construction Quality Certification Program.
 - 7.2.1 Proof of this certification shall be required prior to bid opening to ensure that the fabricator has the personnel, organization, experience, procedures, knowledge, equipment, capability and commitment to fabricate quality pole structures.
- 7.3 All welding shall be in accordance with Sections 1 through 8 of the American Welding Society (AWS) D1.1 Structural Welding Code.
 - 7.3.1 Tackers and welders shall be qualified in accordance with the code.
 - 7.3.2 Tube longitudinal seam welds shall be free of cracks and excessive undercut, performed with automatic processes and be visually inspected.
 - 7.3.3 Longitudinal welds suspected to contain defects shall be magnetic particle inspected.
 - 7.3.4 All circumferential butt-welded pole and arm splices shall be ultrasonically or radiographically inspected.
- 7.4 The pole shall be designed to support the specified camera and accessories. Close consideration must be given to the effective projected area of the complete lowering system and camera equipment to be mounted on the pole along with the weight when designing the pole to meet the specified deflection performance criteria.
 - 7.4.1 The pole top deflection shall not exceed one inch in a 30 mph (non-gust) wind.
 - 7.4.2 The calculations shall include a pole, base plate, and anchor bolt analysis.
 - 7.4.3 The pole calculations shall be analyzed at the pole base, at 5 feet pole intervals/segments and at any other critical pole section. At each of these locations, the following information shall be given.
 - 7.4.3.1 The pole's diameter, thickness, section modulus, moment of inertia and cross sectional area.
 - 7.4.3.2 The centroid, weight, projected area, drag coefficient, velocity pressure, and wind force of each pole segment.
 - 7.4.3.3 The axial force, shear force, primary moment, total moment, axial stress, bending stress, allowable axial stress, allowable bending stress and combines stress ratio (CSR).
 - 7.4.3.4 The pole's angular and linear deflection.
- 7.5 The pole shaft shall be one piece construction up to 50 feet in length.
 - 7.5.1 Shall conform to ASTM A595 Grade A with minimum yield strength of 55 ksi or ASTM A572 with a minimum yield strength of 65 ksi.
 - 7.5.2 Poles greater than 50 feet in length shall be of a two piece construction.
 - 7.5.3 The shaft shall be round or 16 sided with a 4 inch corner radius, have a constant linear taper of 0.14 in/ft.
 - 7.5.3.1 Shall only have one longitudinal seam weld.
 - 7.5.4 Circumferential welded tube butt splices and laminated tubes are not permitted.
 - 7.5.5 Longitudinal seam welds within 6 inches of complete penetration pole to base plate welds shall be complete penetration welds.
 - 7.5.6 The shaft shall be hot dip galvanized.
- 7.6 The hand hole opening shall be reinforced with a minimum 2-inch wide hot rolled steel rim.
 - 7.6.1 The nominal outside dimension is 6 inches x 27 inches.
 - 7.6.2 The hand hold shall have a tapped hole for mounting the portable winch.

- 7.7 The pole shall have a custom plate mounted tenon that allows the field modification of the arm/camera orientation up to 360 degrees. With this design, the engineer can make slight orientation modifications to the camera mount to allow optimum viewing in case of future road development, change in terrain or a change in the viewing needs priority.
 - 7.7.1 The tenon shall have mounting holes and slot as required for the mounting of the camera lowering system.
 - 7.8.1.1 Each slot shall be parallel to the pole centerline for mounting the lowering device.
 - 7.7.2 The tenon shall be of dimensions necessary to facilitate camera lowering device component installation.
- 7.8 Top and bottom electrical cable guides shall be located within the pole aligned with each other as referenced in the drawings.
 - 7.8.1 One cable guide shall be positioned 2 inches below the hand hole and other shall be positioned 1 inch directly below the top of tenon.
 - 7.8.2 A parking stand shall be positioned 2.75 inches below the top of the hand hole.
- 7.9 Base plates shall be conform to ASTM A36 or A572 Grande 42.
 - 7.9.1 Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration butt weld with backup bar.
 - 7.9.2 Plates shall be hot dip galvanized.
- 7.10 Anchor bolts shall conform to the requirements of ASTM F1554 Grade 55.
 - 7.10.1 At a minimum, the upper 12 inches of the bolts shall be hot dip galvanized per ASTM A153.
 - 7.10.2 Each anchor bolt shall be supplied with two hex nuts and two flat washers.
 - 7.10.3 The strength of the nuts shall equal or exceed the proof load of the bolts.
- 7.11 Camera lowering conduit clamps shall be providing inside the pole.
 - 7.11.1 Shall allow for an 1 1/4" PVC conduit to be attached to the inside of the pole
 - 7.11.1.1 The camera lowering cable shall be housed inside of this conduit.
 - 7.11.2 All adapters necessary to attach to the conduit to permit free unrestricted movement of the lowering cable shall be provided less the conduit.

8. DEMONSTRATION

- 8.1 The City may require a demonstration of the equipment being considered.
- 8.2 The bidder will demonstrate such features, attachments, and accessories as are called for in these specifications to the satisfaction of the City of Lincoln.
 - 8.2.1 Failure to comply with a demonstration request will void your bid.
- 8.3 Vendor shall supply at least three references for systems supplied to other communities with the same climates as Lincoln and been in operation for one year or greater.
 - 8.3.1 References shall include name, address, phone number and contact person.

9. MISCELLANEOUS

- 9.1 The bidders will submit with their proposal a list of any special tools they will furnish with each machine.
- 9.2 Dealer's decal, stickers, or other signs shall not be affixed to units;
 - 9.2.1 Manufacturer's nameplates, stamping, and other similar sign are acceptable.

10. MANUALS

- 10.1 Operator's manual must accompany each unit delivered.
- 10.2 All manual(s) must be furnished and delivered to Engineering Services prior to payment.
 - 10.2.1 Failure to deliver all manuals that are ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered.

11. TRAINING

- 11.1 If requested, the lowering device manufacturer shall furnish a factory representative to assist the electrical contractor with the assembly and testing of the first lowering system onto the pole assembly.
- 11.2 The manufacturer shall furnish the City Traffic Engineer documentation certifying that the electrical contractor and the City's maintenance personnel have been instructed on the installation, operation, and safety features of the lowering device.

12. WARRANTY

- 12.1 Manufacturer's warranty shall apply and shall be in effect for at least two years from the date of the equipment was placed in service.
- 12.2 Vendor shall be responsible of all repairs including parts and labor during this warranty period.
- 12.3 One copy of the manufacturer's standard warranty shall be furnished with the quotation.

13. RESERVATIONS

- 13.1 The City of Lincoln reserves the right to accept and/or reject any or all proposals or parts of proposals with in the City's judgement, the public interest will be served thereby.
- 13.2 The City reserves the right to waive formalities or technicalities in proposals as the interest of the City requires.
- 13.3 The City reserves the right to increase or decrease the quantities to be purchased at the prices proposed.
- 13.4 If there is a conflict between the City of Lincoln's Terms and Conditions and the Nebraska Department of Roads', NDOR's will prevail.
- 13.5 The City will assume no responsibility for oral interpretations/suggestion or instructions.
 - 13.5.1 All official correspondence in regard to this proposal shall be directed to and will be issued by the purchasing agent.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

Summary of Required Contract Documents

The following items are required by the FHWA in any procurement contract that is federally funded:

- | | |
|---|---------|
| 2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)..... | 5 pages |
| 3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions..... | 2 pages |
| 4. Buy America Certifications for Federal-Aid Contracts Certifications of Previous EEO Performance Disadvantaged Business Enterprises Hiring Practice Non-Collusion Declaration Prompt Payment..... | 7 pages |

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

| Economic Area | Goal % | Economic Area | Goal % |
|--------------------------------------|--------|---|--------|
| 103 Sioux City, IA: | | Non-SMSA Counties | 5.3 |
| SMSA Counties: | | IA Adams, IA Audubon, IA Cass, | |
| 7720 Sioux City, IA-NE | 1.9 | IA Fremont, IA Harrison, IA Mills, | |
| IA Woodbury, NE Dakota | | IA Montgomery, IA Page, IA Shelby, | |
| Non-SMSA Counties | 1.2 | IA Taylor, NE Burt, NE Cass, NE Colfax, | |
| IA Cherokee, IA Crawford, IA Ida, | | NE Dodge, NE Platte, NE Saunders, | |
| IA Monona, IA O'Brien, IA Plymouth, | | NE Washington | |
| IA Sioux, NE Antelope, NE Cedar, | | 144 Grand Island, NE: | |
| NE Cumming, NE Dixon, NE Knox, | | Non-SMSA Counties | 1.4 |
| NE Madison, NE Pierce, NE Stanton, | | NE Adams, NE Arthur, NE Blaine, | |
| NE Thurston, NE Wayne, SD BonHomme, | | NE Boone, NE Boyd, NE Brown, | |
| SD Clay, SD Union, SD Yankton | | NE Buffalo, NE Chase, NE Cherry, | |
| 142 Lincoln, NE: | | NE Clay, NE Custer, NE Dawson, | |
| SMSA Counties: | | NE Dundy, NE Franklin, NE Frontier, | |
| 4360 Lincoln, NE | 2.8 | NE Furnas, NE Garfield, NE Gosper, | |
| NE Lancaster | | NE Grant, NE Greeley, NE Hall, NE | |
| Non-SMSA Counties | 1.9 | Hamilton, NE Harlan, NE Hayes, | |
| NE Butler, NE Fillmore, NE Gage, | | NE Hitchcock, NE Holt, NE Hooker, | |
| NE Jefferson, NE Johnson, NE Nemaha, | | NE Howard, NE Kearney, NE Keith, | |
| NE Otoe, NE Pawnee, NE Polk, NE | | NE Keya Paha, NE Lincoln, NE Logan, | |
| Richardson, NE Saline, NE Seward, | | NE Loup, NE McPherson, NE Merrick, | |
| NE Thayer, NE York | | NE Nance, NE Nuckolls, NE Perkins, | |
| 143 Omaha, NE: | | NE Phelps, NE Red Willow, NE Rock, | |
| SMSA Counties: | | NE Sherman, NE Thomas, NE Valley, | |
| 5920 Omaha, NE-IA | 7.6 | NE Webster, NE Wheeler | |
| IA Pottawattamie, NE Douglas, | | 145 Scottsbluff, NE: | |
| NE Sarpy | | Non-SMSA Counties | 5.3 |
| | | NE Banner, NE Box Butte, NE Chey- | |
| | | enne, NE Dawes, NE Deuel, NE | |
| | | Garden, NE Kimball, NE Morrill, | |
| | | NE Scotts Bluff, NE Sheridan, NE | |
| | | Sioux, WY Goshen | |

GOALS AND TIMETABLES FOR FEMALE PARTICIPATION IN EACH TRADE

| Timetables | Goals (Percent) |
|---|-----------------|
| From April 1, 1980 until further notice | 6.9 |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is by county.

November 3, 1980

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice, which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the

work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Supplemental Reporting Requirements

- A. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway agency and the Federal Highway Administration.
- C. The Contractor and each covered subcontractor will submit to the State Highway agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. If on-the-job training is being required by "Standard Federal Equal Employment Opportunity Specifications" the contractor will be required to furnish (Form FHWA 1409) "Federal-aid Highway Construction Contractor's Semi-Annual Training Report".

Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension, and
Other Responsibility Matters--Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The Buy America rule requires that steel products be produced domestically, and only those products which are brought to the construction site and permanently incorporated into the completed project are covered. Construction materials, forms, etc., which remain in place at the contractor's convenience, but are not required by the contract, are not covered.

To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

All manufacturing processes to produce steel products (i.e., smelting, and any subsequent process which alters the steel material's physical form or shape, or changes its chemical composition) must occur within one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States, to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material. The manufacturer shall include a statement on the material test report or certification that all material described above except the coating material is a domestic product.

Raw materials used in the steel product may be imported. All manufacturing processes to produce steel products must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel products. Waste products would include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks and the like. Also steel trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw materials which is customary to prepare them for transporting are exempt from Buy America. The use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for steel and/or iron materials.

Notwithstanding this requirement, a minimum of foreign steel will be permitted if its value is less than one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.

The prime contractor shall furnish a letter to the owner with copy to the Owner on company letterhead and signed by an officer of the company stating that documentation is on file certifying that all steel products brought to the construction site and permanently incorporated in the project will comply in all respects with the Buy America requirements.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective Bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CERTIFICATION OF PREVIOUS EEO PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

Does the Bidder hereby certify that they have participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246?

☐ Yes ☐ No

Has the bidder filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements? ☐ Yes ☐ No

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form-100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Standard Form 100 (EEO-1) must be filed by:

Employers covered by the Title VII of the Civil Rights Act of 1964 and employers covered by Executive Order 11246, who have 100 or more employees in the payroll period for which they are reporting, normally any payroll period in December, January, or February preceding the filing of the report.

If Standard Form 100 (EEO-1) was not filed because the contractor employs less than 100 employees, it is proper for the contractor to state that he/she has submitted all required compliance reports.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a "level playing field" and equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this contract.

B. Disadvantaged Business Enterprises Obligation

The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a "level playing field" and equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have a "level playing field" and equal opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Failure of the Contractor to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Owner or such remedy as the Owner deems appropriate.

HIRING PRACTICE

By signing this bid, the bidder certifies that this company is complying with all applicable hiring codes, laws, ordinances, rules, regulations, and orders issued by a public authority whether federal, state, local or otherwise, including, but not limited to, the Immigration Reform and Control Act of 1986.

NONCOLLUSION DECLARATION

By signing this bid, the bidder certifies under penalty of perjury that he or she is an officer or director of the company bidding and in that capacity he or she has identified all employees, officers, or directors involved in the preparation of this bid, has discussed the bid with each individual, and can now state that no one involved in the preparation of this bid did, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the bid for this project.

PROMPT PAYMENT CLAUSE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 20 days from receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage, withheld to insure satisfactory completion of the work, to each subcontractor within 30 days after the subcontractor achieves the specified work, as verified by payment from the owner.

Any disputes that arise regarding the satisfactory completion of work by a subcontractor may be brought to the attention of the owner which will make a determination. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval of the owner: This clause applies to both DBE and non-DBE subcontractors.

The failure by the prime contractor to carry out the requirements of the *Prompt Payment Clause* and/or the timely return of retainage, without just cause, is a material breach of this contract, which may result in the owner withholding the amount of payment from the prime contractor that should have been paid to the subcontractor, termination of this contract, or other such remedy as the owner deems appropriate.